

REMARKS

Claims 1-12 are pending and under consideration. Claim 1-3, 5-8, and 11 have been amended. Claim 12 has been added. Support for the amendments to the claims, and the new claim, may be found in the claims as originally filed. Reconsideration is requested based on the foregoing amendment and the following remarks.

Claim Rejections - 35 U.S.C. § 103:

Claims 1, 5, 7, and 11 were rejected under 35 U.S.C. § 103(a) as unpatentable over Hiromoto, JP 2000-333258 in view of U.S. Patent Application Publication No. 2001/0005890 to Nitaki. The rejection is traversed to the extent it might apply to the claims as amended.

Normally, a content provider sends content to the user's portable telephone, but the bill for the content, including charges for the content sent by the content provider, is sent to the user from the communications carrier, i.e. a proxy payment service. Thus, the communication carrier needs to know which content was accessed by the user, in order to bill the user. In order to keep track of which content was accessed by the user, the communication carrier requires the user to register with its own user menu information database as well. In particular, as described in the present specification at page 5, lines 2-14:

In this manner, the user can enjoy one-window payment through the proxy payment service, which is more convenient than the case where a credit card is used, with an added advantage that uneasiness and various problems are avoidable. However, since the billable content services for which the user can use the proxy payment service are limited to the content services registered in the communications carrier's content provider menu information database 25, a payment from a user to a content provider has to be directly made for billable content services that are not registered.

However, in the conventional method, if the user sets up a "my," or personal, menu, and accesses the content of the content provider through the "my" menu, the content provider will be unable to recognize whether or not the access of the user comes through the "my" menu. To avoid missing the access, content providers require the user to register in order to access the content as well, as described in the specification at page 5, lines 24-33.

In the claimed invention, in contrast, the menu registration identifier allows the content provider to provide content to the user's portable phone without a separate registration process for the content. The menu registration identifier thus renders such a separate authentication process unnecessary. Therefore, it is possible to improve operability and ease of access to the content of the content provider, by dispensing with separate registration steps

The fourth clause of claim 1, in particular, recites,

The menu registration identifier allows providing the requested content service directly from the content provider to the user's portable telephone.

Neither Hiromoto nor Nitaki teach, disclose, or suggest, "the menu registration identifier allows providing the requested content service directly from the content provider to the user's portable telephone," as recited in claim 1. In Hiromoto, rather, the information menu center holds the contract information about information offered to a user, as noted adroitly in section 2 at page 2 of the Office Action. Since, in Hiromoto, the information menu center holds the contract information about information offered to a user, the content provider is registering the user separately, as discussed above, and so Hiromoto is not "providing the requested content service directly from the content provider to the user's portable telephone," as recited in claim 1.

Similarly, in Nitaki, gateway 22 assigns a user ID and a password to the user the first time it receives an access request from the portable terminal 20, and transmits them to the portable terminal 20. In particular, as described in the Abstract:

When the gateway 22 receives the first request for access from the portable terminal 20, it assigns a user ID and a password to the same and transmits them to the portable terminal 20. When another request for use added with the same ID and PW is received, the gateway 22 generates access history information after authenticating the user and grants an access right during a predetermined effective period from the date of the first access.

Since, in Nitaki, gateway 22 assigns a user ID and a password to the user, the content provider is registering the user separately, as discussed above, and so Nitaki is not "providing the requested content service directly from the content provider to the user's portable telephone," as recited in claim 1.

Thus, even if Hiromoto and Nitaki were combined as proposed in the Office Action, the claimed invention would not result. Claim 1 is submitted to be allowable. Withdrawal of the rejection of claim 1 is earnestly solicited.

Claim 5:

The sixth clause of claim 5 recites,

The menu registration identifier allows providing the requested content service directly from the content provider to the user's portable telephone.

Neither Hiromoto nor Nitaki teach, disclose, or suggest, "the menu registration identifier allows providing the requested content service directly from the content provider to the user's portable

telephone," as discussed above with respect to the rejection of claim 1. Thus, even if Hiromoto and Nitaki were combined as proposed in the Office Action, the claimed invention would not result. Claim 5 is also submitted to be allowable, for at least those reasons discussed above with respect to the rejection of claim 1. Withdrawal of the rejection of claim 5 is earnestly solicited.

Claim 7:

The fourth clause of claim 7 recites,

The menu registration identifier allows providing the requested content service directly from the content provider to the user's portable telephone.

Neither Hiromoto nor Nitaki teach, disclose, or suggest, "the menu registration identifier allows providing the requested content service directly from the content provider to the user's portable telephone," as discussed above with respect to the rejection of claim 1. Thus, even if Hiromoto and Nitaki were combined as proposed in the Office Action, the claimed invention would not result. Claim 7 is also submitted to be allowable, for at least those reasons discussed above with respect to the rejection of claim 1. Withdrawal of the rejection of claim 7 is earnestly solicited.

Claim 11:

The fourth clause of claim 11 recites,

The menu registration identifier allows providing the requested content service directly from the content provider to the user's portable telephone.

Neither Hiromoto nor Nitaki teach, disclose, or suggest, "the menu registration identifier allows providing the requested content service directly from the content provider to the user's portable telephone," as discussed above with respect to the rejection of claim 1. Thus, even if Hiromoto and Nitaki were combined as proposed in the Office Action, the claimed invention would not result. Claim 11 is also submitted to be allowable, for at least those reasons discussed above with respect to the rejection of claim 1. Withdrawal of the rejection of claim 11 is earnestly solicited.

Claims 2, 3, 4, 6, and 8-11:

Claims 2, 3, 4, 6, and 8-11 were rejected under 35 U.S.C. § 103(a) as unpatentable over Nitaki in view of Hiromoto. The rejection is traversed to the extent it might apply to the claims as amended.

Claim 2 depends from claim 1 and adds further distinguishing elements. Neither Hiromoto nor Nitaki teach, disclose, or suggest, "the menu registration identifier allows providing the requested content service directly from the content provider to the user's portable telephone," as discussed above with respect to the rejection of claim 1. Thus, even if Hiromoto and Nitaki were combined as proposed in the Office Action, the claimed invention would not result. Claim 2 is also submitted to be allowable, for at least those reasons discussed above with respect to the rejection of claim 1. Withdrawal of the rejection of claim 2 is earnestly solicited.

Claim 3:

The sixth clause of claim 3 recites,

The menu registration identifier allows providing the requested content service directly from the content provider to the user's portable telephone.

Neither Hiromoto nor Nitaki teach, disclose, or suggest, "the menu registration identifier allows providing the requested content service directly from the content provider to the user's portable telephone," as discussed above with respect to the rejection of claim 1. Thus, even if Hiromoto and Nitaki were combined as proposed in the Office Action, the claimed invention would not result. Claim 3 is also submitted to be allowable, for at least those reasons discussed above with respect to the rejection of claim 1. Withdrawal of the rejection of claim 3 is earnestly solicited.

Claim 4 depends from claim 3 and adds further distinguishing elements. Claim 4 is thus also submitted to be allowable. Withdrawal of the rejection of claim 4 is earnestly solicited.

Claim 6:

The third clause of claim 6 recites,

The menu registration identifier allows providing the requested content service directly from the content provider to the user's portable telephone.

Neither Hiromoto nor Nitaki teach, disclose, or suggest, "the menu registration identifier allows providing the requested content service directly from the content provider to the user's portable telephone," as discussed above with respect to the rejection of claim 1. Thus, even if Hiromoto and Nitaki were combined as proposed in the Office Action, the claimed invention would not result. Claim 6 is also submitted to be allowable, for at least those reasons discussed above with respect to the rejection of claim 1. Withdrawal of the rejection of claim 6 is earnestly solicited.

Claim 8:

The fifth clause of claim 8 recites,

The menu registration identifier allows providing the requested content service directly from the content provider to the user's portable telephone.

Neither Hiromoto nor Nitaki teach, disclose, or suggest, "the menu registration identifier allows providing the requested content service directly from the content provider to the user's portable telephone," as discussed above with respect to the rejection of claim 1. Thus, even if Hiromoto and Nitaki were combined as proposed in the Office Action, the claimed invention would not result. Claim 8 is also submitted to be allowable, for at least those reasons discussed above with respect to the rejection of claim 1. Withdrawal of the rejection of claim 8 is earnestly solicited.

Claims 9 and 10 depend from claim 8 and add further distinguishing elements. Claims 9 and 10 are thus also submitted to be allowable. Withdrawal of the rejection of claims 9 and 10 is earnestly solicited.

Claim 11:

Neither Hiromoto nor Nitaki teach, disclose, or suggest, "the menu registration identifier allows providing the requested content service directly from the content provider to the user's portable telephone," as discussed above with respect to the rejection of claim 11 as unpatentable over Hiromoto in view of Nitaki. Thus, even if Hiromoto and Nitaki were combined as proposed in the Office Action, the claimed invention would not result. Claim 11 is also submitted to be allowable. Withdrawal of the rejection of claim 11 is earnestly solicited.

New Claim 12:

Claim 12 depends from claim 1 and adds further distinguishing elements. Neither Hiromoto nor Nitaki teach, disclose, or suggest, "the menu registration identifier allows providing the requested content service directly from the content provider to the user's portable telephone," as discussed above with respect to the rejection of claim 1. Thus, even if Hiromoto and Nitaki were combined as proposed in the Office Action, the claimed invention would not result. Claim 12 is thus believed to be allowable, for at least those reasons discussed above with respect to the rejection of claim 1.

Conclusion:

Accordingly, in view of the reasons given above, it is submitted that all of claims 1-12 are allowable over the cited references. There being no further outstanding objections or rejections, it is submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

There being no further outstanding objections or rejections, it is submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

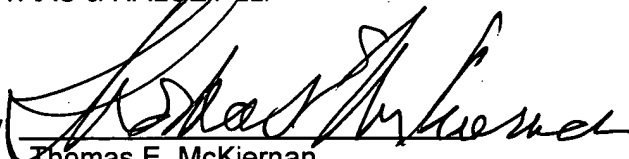
If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

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By



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